



City of Dayton, Ohio
Department of Central Services
Division of Purchasing

IT Support Services

With a 20% Small Business Enterprise (SBE) Participation Goal,
With a 17% Minority Business Enterprise (MBE) Participation Goal and
With a 5% Women Business Enterprise (WBE) Participation Goal

REQUEST FOR PROPOSAL (RFP) No. 16050N

August 2016

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SECTION 1 – PROPOSAL INSTRUCTIONS

This Project is being solicited with a 20% Small Business Enterprise(SBE),17% Minority Business Enterprise (MBE) and 5% Women Business Enterprise(WBE) participation.

Minority Business Enterprise (MBE), Small Business Enterprise(SBE) and Women Business Enterprise(WBE) subcontractor(s) proposers on this project must be certified with the City of Dayton Human Relations Council as such. Prime Contractors must attend the mandatory pre-proposal meeting in its entirety. A company must be certified as a MBE for the MBE goal at the time of the proposal due date. The list of certified companies in the City's Procurement Enhancement Program can be found using the following link: <http://daytonhrc.org/business-technical-assistance/certification>; click the "PEP Certification List" link under Procurement Enhancement Program.

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Division of Purchasing, Room 514
Nicole Fox
101 West Third Street
Dayton, Ohio 45402
Telephone: (937) 333-4041
Fax: (937) 234-1600
E-Mail: Nicole.fox@daytonohio.gov

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:
<http://daytonohio.gov/bid>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	August 4, 2016
Last Day to Submit Questions:	3:00PM local (Dayton OH) time on August 19,2016
Written Responses to Questions:	August 26, 2016
Due Date for Proposals:	2:00PM local (Dayton OH) time on September 2, 2016

1.03 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit one original copy signed by an officer authorized to bind the company and seven (7) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.16050N – IT Support Services
City of Dayton, Division of Purchasing, Room 514
Nicole Fox
City Hall
101 West Third Street
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by time/date indicated on the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

1.04 REQUIRED PROPOSAL CONTENTS. All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
 - **Location** - The street address of the proposer's company headquarters.
 - **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
 - **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
 - **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
 - **Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.
- **Product Manufacturer Labor Standards: Vendor Compliance Form.** Please complete the form provided as Exhibit C.
- **Good Faith Waiver:** Please use Exhibit D, should you not be able to meet the Goals as stated for this project.

1.05 Items that Disqualify a Vendor Immediately.

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.
- Failure to complete Participation/Waiver Request Form, Exhibit D, in its entirety.

1.06 CRITERIA. The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Do you meet the 20% SBE Participation Goal? YES [] NO []

Do you meet the 17% MBE Participation Goal? YES [] NO []

Do you meet the 5% WBE Participation Goal? YES [] NO []

If NO, did you complete the Waiver Request Form (Exhibit D)? YES [] NO []

Evaluation Criteria for Goods and Services		
Item	Description	Percentage Possible
1	Qualifications of Vendor and Past Performance	35%
2	Cost/Price/Lump Sum Fee	20%
3	Key Personnel for this Project	20%
4	Program Management Techniques and Resources Available to Perform Services	10%
5	References	10%
6	Dayton Local Business	5%
	Total Points	100%

1.07 MISCELLANEOUS ITEMS

- Access to Airport Property- This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the airport. (See Airport Security Badges section below.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations. The airport can refuse to issue or revoke a security access badge pursuant to applicable laws, rules, regulations, policies and procedures.
- Airport Security Badges- Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed

beyond security checkpoints without a valid Airport Security Badge or a badged escort. The fee to obtain an Airport Security Badge is \$100 per person. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Airport Police Chief/Security Coordinator may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Airport Police Chief/Security Coordinator or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Airport Police Chief/Security Coordinator may grant or deny the application in his sole discretion. In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA. Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area. In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Ohio, City of Dayton and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport.
-
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

SECTION 2 – SCOPE OF PROJECT

2.01 PURPOSE AND NEED / PROJECT DESCRIPTION. The City of Dayton, Department of Aviation is seeking proposals from highly experienced and professional consulting firms to perform IT Support Services. The contractor would be responsible for providing 24/7 hardware (server, desktop/laptop), network, and software support and monitoring, back-ups, remote access and on-site support, website maintenance, email maintenance and support, inventory control and management (hardware and software), security, and disaster recovery. The contractor would also be responsible for providing guidance on improving existing and implementing new IT systems, providing the analytical and technical skills necessary to provide insight into architectural, design, integration, operational and problem identification; to assist in resolving issues in airport networks, systems, and applications. Contractor must also perform periodic security assessments to verify security posture and implement appropriate remedies and changes as needed to remediate security vulnerabilities. It is also expected that the winning contractor will assist management with long-term planning to keep systems current and functional in the most cost-effective manner possible. To accomplish this it is expected that the winning contractor will be able to work effectively with other Dayton International Airport ("DIA") contractors (such as proprietary software vendors and internet service providers).

The overall goal of this RFP is to procure long-term, comprehensive, reliable, timely, proactive IT management and support that will promote the mission of DIA in serving its customers.

2.02 BACKGROUND INFORMATION. The City of Dayton, Department of Aviation. The City of Dayton, Ohio (“City”) owns and, through its Department of Aviation, operates the James M. Cox Dayton International Airport (“Airport”). The Dayton International Airport operated 24 hours a day, seven days a week. Currently, we are a host to five airlines, fourteen restaurants and shops, eight rental car agencies, employees of the Transportation Security Administration (TSA), and employees Federal Aviation Administration (FAA). In order to support our hosts’ daily activities, the Airport has a sophisticated technical environment made up of telecommunications systems, networks, applications, databases, client workstations, and supporting servers. These systems must meet a complex set of regulatory requirements set forth by the FAA, TSA, Federal Information Security Management Act (FISMA), and Payment Card Industry Data Security Standard (PCI-DSS).

Description of Environment and Existing Environment:

The following information should be used to determine the scope of this project and provide pricing for this engagement. DIA currently has 150 full-time and part-time staff members. The number of staff varies during the year with the hiring of seasonal employees; however, their need to access information systems is extremely limited. DIA has one Systems Engineer and one IT Analyst to handle day-to-day technical level issues and other tasks within the IT environment.

Network Assessment

A recent network assessment identified the following:

- 112 Computers
- 10 Laptops
- 3 VMWare Host Servers
- 5 MS SQL Servers
- 6 Web Servers
- 33 Shared Printers

Operating Systems

The breakdown of the operating systems by computers/servers is as follows:

- Mac OS X – 1
- Microsoft Windows Server 2003 R2 – 1
- Microsoft Windows XP – 1
- Linux – 1
- Windows 7 Professional – 105
- Windows 10 Professional – 5
- Windows Server (R) 2008 Standard – 1
- Windows Server 2003 – 6
- Windows Server 2008 R2 Standard – 3
- Windows Server 2008 Standard without Hyper-V – 3

Internet Service Provider

AT&T

2.03 SCOPE OF WORK / PROJECT REQUIREMENTS.

Contractor will perform the following work and services for the City’s Department of Aviation:

- IT project management and consulting services (management, planning, design, development, installation, implementation, integration, testing, cutover, documentation, training, system administration and operations services) for special airport projects.
- Design, development, and/or ongoing operations for the following IT airport systems/environments:
 - Access Control and Monitoring Systems (ACAMS)
 - Closed Circuit Television Surveillance (CCTV)

- Computer Aided Dispatch (CAD)
- Badging System
- Radio/Wireless Communications
- Antenna Systems
- Alarm Systems
- Local/Wide Area Networks
- Telephone Systems
- IP Voice and Video Networks
- Audio/Visual
- Paging systems
- Video Conferencing
- Backbone/Horizontal Conduit/Cable Systems
- Server Head-end Equipment
- Local/Remote Digital Storage (SAN)
- Electronic Message/Display
- Community Antenna Television (CATV)
- Airport Operations Database (AODB)
- Client, Server, and Systems Software and Hardware (Servers, Workstations, Monitors, Printers, Peripherals)
- Baggage systems
- Fire Alarm/Life Safety
- Building Control Systems
- Document Management
- Web Portals and Content Management
- Enterprise Systems Integration
- Software Testing and Quality Assurance
- Network, Servers, Systems and Application Security
- Specialized Applications
- Cable Management (CMS)
- Computerized Maintenance Management (CMMS)

- Perform server system administration and operations.
- Monitor data backup processes.
- Maintain desktop computer systems.
- Assist users with problem resolution.
- Perform network management functions including switch and router configuration.
- Phone technical support as needed.
- On-site technical support as needed.
- Remote assistance and network monitoring as needed.
- Maintain high levels of network availability and operational status in support of FAA and TSA critical applications
- Manage network services in support of supervisory control and data acquisition (“SCADA”) systems critical to airport operations.
- Manage network boundary security including firewalls, content filtering, and intrusion prevention.
- Monitor overall system security posture including antivirus signatures and system patches.
- Manage user add, remove, and changes in Active Directory.
- Communicate status of project activities and actions with the Airport IT staff.
- Infuse new technologies into the environment as requested.
- Provide final-tier problem resolution services as requested.
- Coordinate on Capital Projects as necessary.

Contractor shall assign one of its staff to provide on-site (at the Airport) support and off-site (remote) monitoring support to provide the professional services up to a maximum of twenty (20) hours per week during the term of this Agreement. Request for assistance on special airport projects may be needed: a scope of services and quote for services will be requested at that time. In addition, Contractor shall provide Application Engineer, Senior Systems Engineer, Network Engineer and Systems Engineer labor categories to provide professional services on an as needed basis and upon the verbal or written pre- approval from the City’s Director of Aviation or his/her designee.

Contractor should have extensive knowledge of airport networks, systems and security requirements. Contractor will provide guidance on improving existing and implementing new airport IT systems, as well as providing

technical support for airport IT problem resolution. Contractor will provide the analytical and technical skills necessary to provide insight into architectural, design, integration, operational and problem identification; to assist in resolving issues in airport networks, systems, and applications.

This will include expert-level problem determination and resolution; engineering design, implementation planning, and problem resolution of network equipment (routers, switches, access points, and firewalls), planning for implementation and upgrades of server operating systems, COTS applications, IT security, and provide expert-level analysis of operational problems in an airport environment. Contractor will assist in performing periodic security assessments to verify security posture and implement appropriate remedies and changes as needed to remediate security vulnerabilities.

Contractor will support the mission of the City, as owner and operator of the Dayton International Airport, by participating as team members with the City's IT staff, (and specifically those responsible for the Department of Aviation's network, systems and applications), and other contractor personnel engaged by the City. Maintaining an understanding of the City's Department of Aviation IT environment is critical to Contractor's goal of minimizing the time from alert to problem resolution. It also allows Contractor to recommend, design, and implement solutions that better meet the City's IT needs in the Department of Aviation.

With this foreknowledge, final-tier problem resolution calls are minimized, and those that do occur are resolved more quickly. The Contractor's personnel take the extra step of becoming familiar with the customer's environment and the specific vendor products so that we can short-circuit the initial diagnosis and move directly to problem identification and resolution. Contractor's personnel will stay involved in problem diagnosis even when the problem needs to be handed off to the application developer or vendor.

Response Submission

In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Vendors who deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of DIA. Proposals should be prepared in a concise manner and provide sufficient detail and description of the vendor's capabilities to satisfy the requirements of this RFP.

Responses to this RFP should include a cover page and a signed letter of transmittal followed by a table of contents. Proposals should be organized into the following major sections and provide sufficient detail for DIA to make an informed decision and comparison of proposals. Emphasis should be given on accuracy, completeness, and clarity of content. Additional information such as marketing brochures and promotional materials may be included but should be at the end of the proposal in an appendix.

I. Executive Summary/ Company Background

A brief narrative not to exceed 5 pages. This section will present a high-level synopsis of the Vendor's responses to the RFP. The Executive Summary should be a brief overview of the engagement, and should identify the main features and benefits of the proposed work. Provide company background information including description of services and company history. Responses should address the following items as well as other information that may be relevant to the decision process.

- Company History
- Service Focus
- Ownership Structure
- Years in Business
- Key Partnerships and Alliances
- Government Contracts (e.g. CMAS, GSA)
- Vendor Offices/Locations
- Number of Customers

II. Qualifications and Past Performance

All respondents must verify five (5) years of IT and Telecommunications business experience with airports, other major companies, or public entities comparable in size and/or requirements to DIA. The vendor should highlight features and capabilities that the vendor feels are the strengths of the proposed scope requirements.

III. Program Management Techniques and Resources Available to Perform Services

Respondents must describe your contractor's availability to DIA and your approach for managing the DIA account. Vendors must include a discussion of their project management approach including project staffing. Describe the proximity of the specific office or location that will perform the work, and, if not the main/home office, explain its capability to obtain necessary support from the main/home office. A description of the project team and résumés of key project members with a list of their qualifications and experience is also required.

The respondent's staff must include at least two (2) Engineers (Network, Senior Systems or Systems) who have at least ten (10) years of experience with the systems listed above.

IV. Client References

Respondents must also provide at least three (3) letters of reference, with current contact information, demonstrating such experience among other entities. DIA reserves the right to contact the referenced clients to verify the information or to solicit comments. Provide any previous airport experience, if available. Additional references are allowable if the vendor chooses. Include the contact person who was directly responsible for overseeing the implementation/completion for each of the referenced projects. Be sure to include the name of the client/agency, contact information (name, phone number and email address) and the dates the services were provided.

2.04 PRICING STRUCTURE. Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

Cost Proposal

Proposal must include the proposed cost, including any and all out-of pocket costs, broken down by major activity. Include hourly rates each individual/labor category that will work on the project. Vendor should clearly indicate the level and type of support to be provided in detail that relates to their proposed ongoing "maintenance and support costs." This should include hours of operation for support or available support plans with associated costs. Cost proposal should identify any hardware and software required to implement the system. Cost proposals should include the following cost components

Supplies/Service/Labor Category	Quantity	Unit	Unit Price	Amount

The City shall have the option to renew any resulting agreement, at the City's sole discretion, for five years with two (2) options.

SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

3.01 TAX EXEMPTION. All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

3.02 PROPOSER AFFIDAVIT. If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

3.03 PROCUREMENT ENHANCEMENT PROGRAM. It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement

Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at www.daytonohio.gov/departments/hrc for certified subcontractors.

3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY. No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

3.05 PROPOSER'S INCURRED COSTS. Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

3.06 AFFIRMATIVE ACTION ASSURANCE (AAA). The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council
371 West Second Street, Suite 100
Dayton, Ohio 45402
(937) 333-1413 (Office)
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.

ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein or on December 31, 2018, whichever date is earlier.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability

for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

ARTICLE 7. INSURANCE -During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.
- (5) Contractor shall maintain errors and omissions insurance in the amount of \$1,000,000.00.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

ARTICLE 9. TERMINATION

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

ARTICLE 10. STANDARD TERMS

A. DELAY IN PERFORMANCE

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

B. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

C. COMMUNICATIONS

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: _____
Address: _____
City, State Zip Code _____
Attention: _____
Title: _____

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

D. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

E. WAIVER

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

F. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed

severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

G. INDEPENDENT CONTRACTOR

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.



City of Dayton, Ohio
Department of Aviation
IT Support Services
RFP No. 16050N
August 2016

EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: _____

Street Address: _____

City, State, Zip: _____

Proposer's Phone Number: _____

Proposer's Fax Number: _____

Proposer's E-mail Address: _____

Form of Ownership ☐ Sole Proprietorship ☐ Franchise ☐ Partnership ☐ Corporation
 ☐ Joint Venture ☐ LLC ☐ Other (Specify): _____

If a corporation, state of incorporation: _____

Federal Identification Number (or SSN if sole proprietorship): _____

Please include your IRS Form W9 with your proposal.

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages. ☐ Yes ☐ No

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

EXHIBIT A – LETTER OF TRANSMITTAL (continued)

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: _____

Company's Primary Business - State the proposer's primary business, the number of years in the industry, and the number of employees assigned to these related activities:

Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: _____

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

--

Local Office of Proposer: Office nearest to Dayton, Ohio: _____

Federal Identification Number (or SSN if sole proprietorship): ##-#####

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio
Department of Aviation
IT Support Services
RFP No. 16050N
August 2016

EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: _____

List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No. 16050N. Do not use the City of Dayton as a reference.

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



City of Dayton, Ohio
Department of Aviation
IT Support Services
RFP No. 16050N
August 2016

EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: _____
Bidding Company: _____
Address: _____

Signature/Title: _____
Federal I.D.#: _____
Phone No.: _____
FaxNo.: _____

EXHIBIT D – PARTICIPATION/WAIVER REQUEST FORM

(Circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3) PARTICIPATION FORM

Project Name: _____

This form may be used for more than one funding source. City of Dayton general fund and State of Ohio funds: The City of Dayton has adopted procurement programs for Minority-owned, Woman-owned, Small Business Enterprises, and Dayton Local Small Business in accordance with Sections 35.30 – 35.68 of the Revised Code of General Ordinances (R.C.G.O.), inclusively. Federal funds: The City of Dayton is committed to meeting HUD-established subcontracting and employment opportunities for HUD Section 3 companies certified with the Human Relations Council. This commitment applies to all projects funded through NSP/CDBG/HOME. The City of Dayton is a recipient of Department of Transportation funds and complies with the DBE program. Authorization for the program comes from 49 Code of Federal Regulations Part 26 (49 CFR 26). State Funds: When determining the level of participation the, only the total work performed by the certified subcontractor either singularly or severally, will be considered. This form must be utilized to indicate your subcontractors and must be fully completed and returned with your bid proposal, i.e., you must list the name(s), address, etc. of the subcontractor, type of work to be performed, dollar amount of the subcontract and percentage of the base bid. Use as many copies of this form as necessary to list all subcontractors. Should you have questions regarding this form, please contact the Human Relations Council (HRC) Office. (937) 333-1403.

		Please Check One					
Firm Name, Tax I.D. Number and Mailing Address	Prime Contract Bid <input type="checkbox"/>	Joint Venture Bid <input type="checkbox"/>	Supply or Service Subcontract <input type="checkbox"/>	Construction Subcontract <input type="checkbox"/>	Type of Service or Supply to be Provided	Type of Construction Work to be Performed	
Certified Business Firm Name:							
Tax I.D. Number:							
Street Address:							
City/State/ Zip Code:							
Phone (area code/#):	E-mail:						
Total \$ Amount of PRIME CONTRACTOR'S Base Bid: _____					Total \$ to subcontract _____	Total % subcontract: _____	
PRIME CONTRACTOR'S REPRESENTATIVE					Street Address		
Print Name:							
Sign Name:					City/State/Zip		

WAIVER REQUEST DOCUMENTED ACTIVITY FORM

Date _____

Project: _____ **Participation Goal (list only one):** _____

Submit a separate form for each goal for which you are requesting a waiver. A Bidder Requesting a waiver of the **(circle one: SBE/MBE/WBE/DLSB/DBE/HUD Section 3)** Participation Goal must maintain supporting documentation and will be required to provide such documentation within two days of its request. The City of Dayton Human Relations Council (HRC) shall review and evaluate the Bidder's efforts to meet and comply with the project participation goal. A bidder will be granted a Waiver for SBE/MBE/WBE/DLSB goals based on good faith efforts; DBE goals based on good faith efforts; HUD Section 3 goals based on efforts to the greatest extent feasible; and only where the HRC determines that the bidder has obtained at least seventy-five (75) points from the following list of activities. **This form must be completed and submitted with your bid if you are requesting a waiver of any goal.**

#	Points Possible	Activity Description	Points Requested	Points Approved
1	20	Solicited the interest of all certified MBE/WBE/SBE/DLSB/ or DBE or HUD3 having the capability to perform the work of the contract. The bidder must solicit this interest within ten (10) business days of the bid submittal deadline in order to allow the MBE/WBE/SBE/DLSB/ or DBE or HUD3 sufficient time to respond to the solicitation.		
2	20	Negotiated with MBE/WBE/SBE/DLSB/ or DBE or HUD3 subcontractors, and has taken the subcontractors' price and capabilities, as well as the contract goals, into consideration.		
3	15	Divided contract work items into economically feasible units to facilitate MBE/WBE/SBE/DLSB/ or DBE or HUD3 participation, even when the bidder might otherwise prefer to perform these work items with its own forces.		
4	15	Rejected MBE/WBE/SBE/DLSB/ or DBE or HUD3 as being unqualified only with reasons based on a diligent investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.		
5	10	Provided interested MBE/WBE/SBE/DLSB/ or DBE or HUD3 with, or directed to, the Minority Business Assistance Center (MBAC) for information about the plans, specifications, and requirements of the contract within ten (10) business days of the bid submittal deadline in order to assist them in responding to a solicitation.		
6	10	Contacted the Minority Business Assistance Center (MBAC) and used the services of community organizations, contractors' groups, local, state and federal business assistance offices, and other organizations to find subcontractors certified as (circle one: MBE/WBE/SBE/DLSB/ or DBE or HUD3).		
7	5	Assisted interested MBE/WBE/SBE/DLSB/ or DBE or HUD3 that responded to the bidder's solicitation in actually obtaining bonding, lines of credit, or insurance as required by the City or the bidder.		
8	5	The bidder is actively participating in an ongoing Joint Venture or Strategic Partnership (R.C.G.O. § 35.41), documented mentor/protégé program or documented construction management program with a certified MBE/WBE/SBE/DLSB/ or DBE or HUD3 in the assistance of their business growth and development.		
	100	Bidding Company Name: _____		